

The Color House Studio Membership Contract

The Color House, 738 Middletown Rd in Colchester CT 06415

Full Membership agreement between ITZE, LLC dba The Color House hereafter referred to as TCH, and the member, for shelf space and use of facilities at the above listed address.

Term: Member agrees to membership for a term of their choosing, with a monthly rolling membership that will be billed automatically unless communicated at least 1 week before the next billing cycle.

Membership: Full Members are entitled to the following privileges:

- 24/7 access to TCH Studio.
- Designated shelf space for storage of personal tools, materials, equipment, and art work.
- Bisque and glaze firing, within reason (max one full kiln shelf each month which accommodates about 10-12 mug sized pieces). We will charge a firing charge for any amount over the allotted kiln space which must be paid prior to firing.
- Designated studio member glazes and paints.
- 10% discount on TCH classes, workshops, and merchandise.
- Opportunity to purchase materials at member rates.
- Use of tools and equipment while in the studio.
- 5lbs of clay each paid month including firing and glazing of that clay with option to purchase more clay through the studio at the current member rate.

Payment: Member will make monthly membership payments of \$99.00 plus CT state tax to TCH. Member access code will be deactivated if payment is not made by the due date and the spot will be opened to those on the waitlist. Memberships are billed on the first of each month. If membership begins on any day other than the first of a month, the member will pay a prorated amount plus one month as their first payment. Payments are automatically charged each month using the credit card the member has placed on file. If a payment fails, there is a \$20 late fee and the member has 3 days to pay the invoice and provide us with updated payment information.

Membership Termination: A member may terminate their membership by giving at least one week's notice to TCH. If the member vacates their shelf, all past payments owed to the studio are still required. Memberships are non-refundable. TCH reserves the right to end the membership agreement at any time and for any reason.

The member is responsible for:

- Following the safety procedures and studio rules which are posted at the studio.
- Maintaining a reasonably clean shelf.
- Member will not give access to the studio to anyone who is not a member without previous approval from The Color House and a release of liability waiver signed by the guest.
- Seeking assistance before using unfamiliar equipment. Only members who have taken a pottery wheel class with TCH may use the pottery wheels.
- Cleaning workspace, tools, and equipment thoroughly after use. Put things back where they belong.
- During scheduled class times, members will use designated space not in use by the class.
- Adhering to the responsibilities associated with working in a 24/7 facility. Additionally, access codes are not to be shared with others to ensure safety and security.
- Using tables designated for clay.
- Making sure doors are locked and lights off when leaving the studio.
- Turn heat or air conditioner OFF when leaving the studio.
- Members acknowledge that TCH may use their image and pictures of their work on social media and other forms in order to promote the studio.
- Members will stay within the public access studio area and stay out of restricted areas including the supply closet and cash register area.

- Members will not remove things from the studio nor store them in their shelf. This includes glazes, tools, and any other item that the member does not personally own.
- Cleaning all bottoms of pottery so that they are free of glaze and signing each piece. Pieces will not be fired unless they are cleaned and labeled clearly.
- Filling out firing request forms for each piece or group of pieces. Pieces will not be fired without a completed form.
- All clay used in the studio must be purchased through The Color House. Members can purchase clay at the current member rate and pay electronically.
- Never touch or handle the work of others
- Do not allow others into the studio.
- No smoking or vaping in the studio.
- Do not glaze the bottom ¼” of your pieces. Make sure bottoms of pieces are clean and free of glaze.

Damage Policy: If you damage the studio equipment, you are responsible for the damages incurred, i.e. over glazing a piece and it dripping onto the kiln shelf can result in a grinding fee. Extreme cases can result in having to replace a kiln shelf.

Release of Liability: Participation in this activity could involve inherent risks including risk of injury and/or illness. In purchasing this membership, you assume all related risks and release The Color House and ITZE, LLC from any liability and responsibility involved in your participation in your activities at this location.

The Color House is not responsible or liable for breakage, damage, or mistakes for all projects/orders/products. Although all care will be taken with your pieces, accidents happen and clay and other materials can be fragile and break. The Color House cannot offer any guarantees or refunds when it comes to damage on hand-built and wheel thrown ceramic pieces as their structural integrity is almost entirely dependent on the quality of the build which is the responsibility of the artist.

The studio is constantly monitored by video recording for security purposes. Your image and audio may be captured and recorded.

The Color House or its staff are not responsible for your personal belongings nor any work getting damaged, lost or stolen.

TCH staff reserves the right to choose whether they will fire a piece or not for any reason at all. TCH fires at cone 06 for bisque and low fire pieces and cone 6 for high fire glaze firings.

Member Name: _____

Member Email: _____

Member Phone # _____

Member Address

I, _____, agree to the terms of this agreement.

Member Signature

Date

Studio Representative Signature

Date

The Color House Automatic Payment Authorization Agreement

Billing Contact _____

Billing Address: _____

Phone # _____ Email: _____

Automatic Payment

Please select ONE of the following automatic payment options:

ELECTRONIC FUNDS TRANSFER (EFT)

Checking

Savings

Account Name: _____

Bank Name: _____

Account Number: _____

Routing Number: _____

for SAMPLE
: 123454321 : 0123454321 :

OR

CREDIT CARD

Credit Card Number: _____ Expiration Date (MM/YY): _____

CVV/CVC: _____

Complete only if cardholder differs from billing contact information above.

Cardholder Name (Printed): _____

Address: _____ City, State, Zip: _____

Email: _____ Phone: _____

I authorize the automatic Monthly Payment Amount of \$ _____ plus CT sales tax for a total monthly charge of \$ _____ to be charged to the above noted payment form starting on ____/____/____.

I understand that this authorization will remain in effect until I cancel it in writing at least 7 days before the next billing date which occurs on the first of each month. I agree to notify The Color House in writing of any changes in my account information or termination of this authorization at least 7 days prior to the next billing date which occurs on the first of each month. In the case of a transaction being declined for any reason, I understand that The Color House reserves the right to assess late fees for no payment after 2 days and may submit to a collection agency after 60 days. All fees and interest incurred during past due payments may be subject to additional charges at The Color House's discretion. I acknowledge that the origination of the EFT to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form. The form of payment on file will be charged on the first (1st) of each month in the amount noted above. By checking the box below, you agree to these terms.

I authorize The Color House to charge the above bank account and/or credit card account under the terms noted.

Signature: _____ Date: _____

Name (Printed): _____